

**NATIONAL PRESIDENT  
AMERICAN MERCHANT MARINE VETERANS  
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**TO: CONGRESS OF THE UNITED STATES  
VETERANS' AFFAIRS COMMITTEE  
HOUSE OF REPRESENTATIVES**

**SUBJECT: JUST COMPENSATION FOR MERCHANT MARINERS  
HOUSE BILL HR-23**

To understand the level of benefits denied to U.S. merchant mariners, one must look at their service during World War II and then at the wartime and post war treatment of these mariners by the government.

Before World War II and to the present if a merchant seaman was injured or became ill while employed aboard a ship, the Admiralty Common Law of the United States allowed a civil action to compel medical treatment and payment of a daily stipend while he was Not Fit for Duty. The law refers to these benefits and the empowering civil action as Maintenance (medical treatment) and Cure (daily stipend). If the ship is responsible for the injury, federal statutes (Jones Act) and Admiralty Common Law (Warranty of Seaworthiness) permitted the seaman to bring a civil action in either state or federal court seeking money compensation for pain and suffering, for permanent disability and for past and future lost wages. Similarly, in death cases, a seaman's widow and orphans could sue for the lifelong loss of his economic support, under the Death on the High Seas Act.

Merchant seamen in peacetime employed directly by the United States Government aboard U.S. owned vessels were considered federal employees and were (and still are) eligible for workers compensation benefits under the Federal Employees Compensation Act (FECA). A merchant mariner in peacetime employed aboard a ship bare boat chartered to the United States, could bring a civil action in the federal district courts under the Public Vessels Act.

By early 1942, the U.S. Government had taken over, completely, all privately owned merchant ships under the Emergency War Powers Act. The U.S. Maritime Commission and the U.S. Department of Labor jointly created the War Emergency Board, which in turn, created the War Shipping Administration (WSA). Total government control was given to WSA over all merchant ships including the pre-war privately owned ships and the U.S. owned newly constructed "public vessels," such as Liberty Ships and T-2s. This relationship of employer-employee existed even aboard the Panamanian flag vessels crewed by American and foreign seamen, with U.S. Navy gunners that were "bareboat chartered" by WSA. The ship owners and operating agents became "agents" of WSA.

Simply put, every merchant seaman was an employee of the United States of America in WWII. The previously referenced rights to compensation should have been in place: either through the Public Vessels Act or Federal Employees Compensation Act (FECA). Merchant seamen were serving board ships that were no longer involved in "trade" or "commerce"; they were the crew of a heavily armed "public vessel"

participating in a war, and ordered to do so by the U.S. government. They were employed by the United States of America, which paid their wages either directly or through operating agencies. But in World War II, the rights to compensation for wounds, disabilities and death, if caused, by the war were eliminated by Congress.

To prevent claims being filed under FECA or in civil litigations by merchant seamen or their survivors, Congress passed a Bill in 1943, which stated:

“ . . . Such seamen, because of the temporary wartime character of their employment by the War Shipping Administration shall not be considered as officers or employees of the United States for the purposes of the United States Employees Compensation Act . . . ”

## **TWO DECISIONS DEVASTATING TO MARINERS RESULTED:**

### **(1) Merchant Mariners were Contract Workers**

Each time they entered government training, they signed a “Contract,” and each time training was completed, this Contract ended. Every time they signed ship’s Articles, for a voyage, a new Contract was signed; at the end of the voyage, that Contract ended. This status eliminated any possibility of being either a government employee entitled to protection, or of being members of the Armed Forces of the United States of America.

A “Discharge” from the ship, at the end of the voyage was issued to every seaman, signed by the ship’s captain, as agent of the United States, and witnessed by a United States official, titled “Shipping Commissioner.” And at that point in time, he was literally discharged until he entered into a new “Contract.”

It is basic admiralty law, enacted in U.S. statutes that a seaman’s wages cease on the day his ship is sunk or destroyed. The Contract ended at that point. This law was utilized in World War II. But in wartime, the odds increased that a ship would be sunk or destroyed, as did the time period of repatriation, which frequently extended into months. This was especially true of mariners who were rescued after the ship was sunk on the Murmansk run; the only WSA obligation was repatriation. They spent months in Russia awaiting repatriation.

In 1944, WSA began enlisting 16 years old boys, for training by the United States Maritime Service. They were then assigned to ships as galley boys, or mess boys or wipers. They were, by any definition, minors. When they signed Articles for voyages during the war, their parents or guardians were not present to consent to this employment “Contract” as required by law. AMMV has the names of 16 and 17 years old kids that were killed by enemy action, serving as merchant mariners. Would the parents have consented to their children quitting high school and “enlistment,” in USMS, had they known that their boys were nothing but expendable “Contract” workers, whose deaths are without recognition from their country?

### **(2) Five Thousand Dollars Insurance Solution**

WSA substituted for civil litigation or workers’ compensation, an insurance policy, worth \$5,000.00 per seaman, which covered every misfortune from personal injury to total disability to death benefits for survivors.

The insurance policy was for injuries and death caused by the war. Chubb Insurance Company employees administered the policy from an office at 99 John Street, New York City, NY. Chubb, in the name of WSA, would pay \$5,000.00, to the widow and orphans. There were no other dependency benefits. Chubb would pay weekly

benefits to the disabled, until Chubb determined that they were cured, or the \$5,000.00 was spent.

Injured seamen would have to travel to the Chubb office in Manhattan, or elsewhere and have their injuries/disabilities evaluated by a claims examiner. They were paid \$60.00 (against the \$5,000.00) per month, and were expected to house and feed themselves. They were reimbursed the fare to and from the office. When the \$5,000.00 was exhausted, the payments were stopped. Payments were abruptly halted in 1946, by an Act of Congress, leaving the injured without any compensation, even if they had not maxed out the \$5,000.00.

Had the dependant survivors of deceased merchant seamen received the same benefits, as the members of the armed forces, there would have been in addition to the \$5,000.00 insurance, (or more), which members of the Armed Forces also had, a dependency pension to the widow (until she remarries) and the children (until the age of 18 years old).

The veteran, of course, was eligible for the G.I. Bill of Rights, which provided full education or training (\$50.00 per month to the veteran plus tuition and books), special employment, preference rehabilitation and lifetime care, through the Veterans' Administration. If partially or totally disabled, there was a lifetime pension.

The use of huge quantities of asbestos was designed into all merchant ships. The boilers, main engine, and steam lines were all heavily insulated with asbestos. The walls (bulkheads) and ceilings (overhead) of the mess halls, living quarters and galley were made of asbestos panels. When the ship vibrated and pounded, at sea, the asbestos was shaken loose, became friable and airborne throughout the ship. Fibers were inhaled and many years later, caused asbestos related pulmonary diseases. The failure to provide for follow up care left thousands of these mariners without medical treatment and compensation. It should be pointed out, however, that since obtaining veteran's status in 1988, the V.A. has accepted these men as patients, but this was 43 years after the war ended and no treatments between those times.

After WWII ended, seaman in need of follow-up medical care, were ineligible for the U.S. Public Health Service Hospitals, because to be eligible, the seamen had to have a ship's discharge within the preceding 60 days.

After WWII, merchant mariners quickly learned that their service and sacrifice were unpublicized, unappreciated and unrecorded. Strict censorship as to ships' losses, casualties and deaths prevented an accurate history. Quite simply, there is no official history. There was to be no recognition of his service to his country and no post-war benefits for the mariner.

And WWII service did not exempt him from the draft in 1948, 1949 or during the Korean War.

The bravery, even death, of the men who sailed the cargo ships and helped man the ship's guns, was never recorded. A cloak of secrecy, a policy of silence and censorship about ship movements imposed during the war, along with the failure or refusal to record their services, their wounds, their deaths, has resulted in the merchant mariner having to plead his own care and fight for recognition.

I have not received money from a federal Contract or grant during the past two fiscal years. I have not entered into a federal Contract or received any grant for any federal services or government programs.

Respectfully submitted,

**Dated: April 17, 2007**

**FRACIS J. DOOLEY**